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S E C R E T STATE 095938

SIPDIS - GENEVA FOR JCIC

E.O. 12958: DECL: 09/14/2029  
TAGS: [KACT](#) [PARM](#) [START](#) [US](#) [RS](#)  
SUBJECT: SFO-DIP-09-006: U.S. DRAFT NEW START TREATY  
TELEMETRY PROTOCOL (CABLE 2 OF 2)

REF: A. STATE 088262 (U.S.-PROPOSED TREATY TEXT PART 1)  
[1](#)B. STATE 088263 (U.S.-PROPOSED TREATY TEXT PART 2)

Classified By: Jerry A. Taylor, Director, VCI/SI.  
Reason: 1.4(b) and (d)

[1](#)1. (U) This is an action request. See paragraph 4 below.

[1](#)2. (S) BACKGROUND: On August 25, 2009, U.S. Embassy Moscow provided the texts of the Draft New START Treaty Articles to the Russian Federation (Refs A-B). This cable contains the U.S.-proposed draft of the New START Treaty Inspection Protocol.

[1](#)3. (S) This is cable 2 of 2 cables. This cable contains Annexes 3 - 4 of the U.S.-proposed Draft Telemetry Protocol Annexes. Embassy should note that, due to the length of the draft, the text was sent using multiple cables.

[1](#)4. (U) ACTION REQUEST: Embassy Moscow is requested to provide the texts of the U.S. draft New START Treaty Telemetry Protocol contained in this cable to appropriate host government officials. Washington will provide a courtesy Russian-language translation of the U.S. draft New START Treaty Telemetry Protocol when available; however, delivery of the English language text should not be delayed. Embassy is requested to confirm delivery of the text, the name and office of the official to whom it was delivered, the date of delivery, and any comment or reaction provided at that time.

[1](#)5. (S/Releasable to the Russian Federation) Begin text:

ANNEX 3

#### RELEASABILITY OF TELEMETRIC INFORMATION

[1](#)1. The following data provided in fulfilling the obligations provided for in the Treaty shall not be released to the public by any Party other than the Party that provided such data in fulfilling its obligations provided for in the Treaty, unless otherwise agreed:

(a) data and other information contained on recording media provided pursuant to Article X of the Treaty; and

(b) data and other information provided in accordance with this Protocol.

[1](#)2. Additional data and other information may be agreed by the Parties within the framework of the Bilateral

Consultative Commission for inclusion in the list set forth in paragraph 1 of this Annex.

13. The provisions of this Annex shall not affect the rights and obligations of the Parties with respect to the communication of such data and other information to those individuals who, because of their official responsibilities, require such data or other information to carry out activities related to the fulfillment of the obligations provided for in the Treaty.

#### ANNEX 4

##### LOGISTICAL AND ADMINISTRATIVE PROCEDURES FOR CONDUCTING TRAINING AND MAINTENANCE AND FOR PROVIDING SPARE PARTS AND REPLACEMENT PARTS FOR TELEMETRY EQUIPMENT

1. For purposes of this Annex:

(a) the term "providing Party" means the Party that provided the equipment for which maintenance or training are being conducted or for which spare parts or replacement parts are being provided;

(b) the term "receiving Party" means the Party that received the equipment for which maintenance or training are being conducted or for which spare parts or replacement parts are being provided;

(c) the term "maintenance team" means the group of individuals assigned by the providing Party to conduct maintenance or training on the territory of the receiving Party;

(d) the term "trainee team" means the group of individuals assigned by the receiving Party to receive training on the territory of the providing Party.

2. Regarding the number and list of maintenance team members, the number and list of trainee team members, the number and list of aircrew members, and the provision of visas:

(a) A maintenance team or trainee team shall include no more than 14 individuals. A maintenance team shall have the right to bring tools and equipment required for conducting maintenance or training. The aircrew for transport of team members, and delivery of tools and equipment, shall include no more than 15 individuals.

(b) The providing Party shall provide, through diplomatic channels, a list of maintenance team members and a list of aircrew members no less than 15 days in advance of their arrival in the territory of the receiving Party. The provisions of paragraph 6 of Section II and paragraphs 21 and 22 of Section III of the Inspection Protocol, on an objection to an individual on the list of inspectors shall apply to an objection to a maintenance team member or aircrew member, except that the receiving Party shall notify its objection no later than seven days after receipt of such lists.

(c) The receiving Party shall provide, through diplomatic channels, a list of trainee team members and a list of aircrew members no less than 15 days in advance of their arrival in the territory of the providing Party. The provisions of paragraph 6 of Section II and paragraphs 21 and 22 of Section III of the Inspection Protocol on an objection to an individual on the list of inspectors shall apply to an objection to a trainee team member or aircrew member, except that the providing Party shall notify its objection no later than seven days after receipt of such lists.

(d) The receiving Party shall provide visas and, where necessary, such other documents to each maintenance team member and each aircrew member to whom it has not

objected, as may be required to ensure that each such team member and each such aircrew member may enter and remain in its territory for the duration of the maintenance or training period.

(e) The providing Party shall provide visas and, where necessary, such other documents to each trainee team member and each aircrew member to whom it has not objected, as may be required to ensure that each such team member and each such aircrew member may enter and remain in its territory for the duration of the training period.

(f) The providing Party shall provide, through diplomatic channels, a list of tools and equipment required for conducting maintenance or training no less than 15 days in advance of their delivery to the territory of the receiving Party. The provisions of paragraphs 8 and 11 of Section V of the Inspection Protocol on examination of equipment and supplies shall apply to examination of such tools and equipment.

### 13. Regarding the maintenance team or trainee team:

(a) The receiving Party shall provide necessary assistance, including a safety briefing, to the maintenance team members.

(b) The providing Party shall provide necessary assistance, including a safety briefing, to the trainee team members.

(c) The provisions of paragraph 11 of Section VI of the Inspection Protocol on movement, travel, and urgent departure or emergency evacuation of inspectors, monitors, and aircrew members shall apply to trainee team members, maintenance team members and aircrew members.

(d) Throughout the period of stay on the territory of the receiving Party, the receiving Party shall ensure that the maintenance team members can be in communication with the embassy of the providing Party located on the territory of the receiving Party using telephonic communications provided by the receiving Party.

(e) Throughout the period of stay on the territory of the providing Party, the providing Party shall ensure that the trainee team members can be in communication with the embassy of the receiving Party located on the territory of the providing Party using telephonic communications provided by the providing Party.

(f) The Parties shall treat with due respect the maintenance team members, trainee team members, and aircrew members of each Party in its territory and shall take all appropriate steps to prevent any attack on their person, freedom, and dignity.

### 14. Regarding arrangements for air transportation:

(a) The Parties may use dedicated airplanes, inspection airplanes, airplanes making regularly scheduled commercial flights, or, if possible, other airplanes used for inspections related to arms control agreements, for the purpose of transporting trainee team members, maintenance team members, as well as spare parts, replacement parts, tools and equipment to the point of entry.

(b) Diplomatic clearance numbers for dedicated airplanes transporting maintenance team members, as well as spare parts, replacement parts, tools and equipment, and routes for flights of such airplanes to and from the point of entry shall be provided, through diplomatic channels, by the receiving Party no less than ten days prior to the estimated time of arrival at the point of entry on the territory of the receiving Party.

(c) Diplomatic clearance numbers for dedicated airplanes transporting trainee team members, and routes for flights

of such airplanes to and from the point of entry shall be provided, through diplomatic channels, by the providing Party no less than ten days prior to the estimated time of arrival at the point of entry on the territory of the providing Party.

(d) The receiving Party shall provide parking, security protection, fueling, air navigation, airport facility, and ground technical and commercial services, as well as additional services as requested, for the dedicated airplane of the providing Party at the point of entry. The cost of parking and security protection for each such airplane shall be borne by the receiving Party. The cost of fueling, airport facility, and ground technical and commercial services, as well as additional services as requested, shall be borne by the providing Party.

(e) The providing Party, if training is conducted on its territory, shall provide parking, security protection, fueling, air navigation, airport facility, and ground technical and commercial services, as well as additional services as requested, for the dedicated airplane of the receiving Party at the point of entry. The cost of parking and security protection for each such airplane shall be borne by the providing Party. The cost of fueling, airport facility, and ground technical and commercial services, as well as additional services as requested, shall be borne by the receiving Party.

(f) The providing Party shall state its intention, through diplomatic channels, to transport maintenance team members, spare parts or replacement parts no less than 72 hours prior to the estimated time of arrival of the maintenance team members, or delivery of spare parts or replacement parts at the point of entry on the territory of the receiving Party. The receiving Party shall state its intention, through diplomatic channels, to transport trainee team members no less than 72 hours prior to the estimated time of arrival of the trainee team members at the point of entry on the territory of the providing Party. Such statements shall include:

(i) the date and estimated time of arrival at the point of entry; and

(ii) the names, dates of birth, and places of birth of the trainee team members, maintenance team members and aircrew members.

(g) The provisions of paragraphs 8, 9, 10, 11, 12, and 13 of Section IV of the Inspection Protocol on flights of inspection airplanes shall apply to flights of dedicated airplanes transporting trainee team members, maintenance team members, as well as spare parts, replacement parts, tools and equipment.

(h) If the Parties use dedicated airplanes, such airplanes shall be of the types specified in Annex 10 to the Inspection Protocol.

#### 15. Regarding the report and the confidentiality requirements:

(a) Before departing the site where maintenance or training was conducted, the maintenance team leader and a representative of the receiving Party, and if training is conducted on the territory of the Providing Party, the trainee team leader and a representative of the providing Party, shall describe, in a factual, written report, the activity that was carried out pursuant to a request provided for in paragraph 6 of Section VI of the Notification Protocol, and confirm the completion of such activity.

(b) Maintenance team members shall not disclose information obtained during maintenance or training except with the express consent of the receiving Party.

(c) Trainee team members shall not disclose information obtained during training except with the express consent of the providing Party.

¶16. Throughout the in-country period, the receiving Party shall provide meals, lodging, work space, transportation, and, as necessary, medical and other urgent services for the maintenance team members and aircrew members of the providing Party. Throughout the in-country period, the providing Party, if training is conducted on its territory, shall provide meals, lodging, work space, transportation, and, as necessary, medical and other urgent services for the trainee team members and aircrew members of the receiving Party. The costs of all such services shall be borne by the receiving Party.

¶17. The receiving Party shall provide to the providing Party, through diplomatic channels, a confirmation of the receipt of spare parts or replacement parts.

¶18. The receiving Party shall assist the providing Party, if requested, with customs procedures, and in resolving any issues that may arise in connection with the delivery of spare parts, replacement parts, tools, and equipment.

End Text  
CLINTON